

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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TRAVEL AND SUBSISTENCE PROVISION

FOR

**ASBESTOS WORKER, HAZARDOUS MATERIAL
HANDLER MECHANIC**

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN,
MARIPOSA, MENDOCINO, MERCED, MODOC, MONO,
MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO,
SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO,
SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU,
SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY,
TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

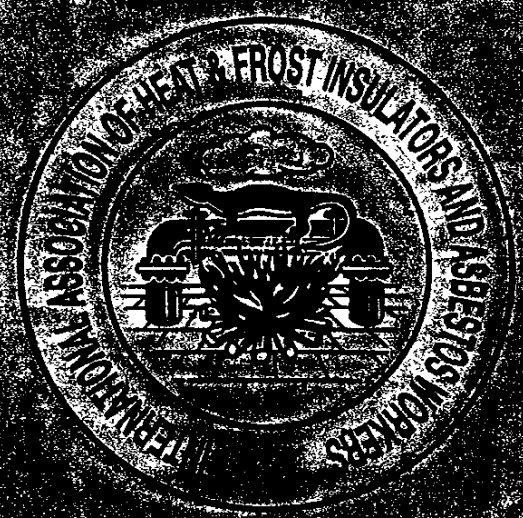
ABATEMENT AGREEMENT

between

The International Association of
Heat and Frost Insulators and
Asbestos Workers Local 16

and the

Northern California Chapter, Inc.
Western Insulation Contractors Association
and Individual Abatement Contractors



Effective May 1, 1999 through April 30, 2002
Asbestos Research

Effective May 1, 1999 through April 30, 2002

**Agreement between the Heat and Frost Insulators
and Asbestos Workers Local 16**

and the

**Northern California Chapter, Inc.
Western Insulation Contractors Association**

This Agreement, made and entered into this 1st day of May 1999, by and between the International Association of Heat and Frost Insulators and Asbestos Workers Local Union 16, hereinafter referred to as the Union, and the Western Insulation Contractors Association, Northern California Chapter, Inc., hereinafter referred to as the Association, for and on behalf of the Individual Abatement Contractors who are its members and have authorized it to represent them, and such other Individual Abatement Contractors as may become signatory to this Agreement or any counterpart thereof, which Individual Abatement Contractors are hereinafter referred to as Individual Employers.

R E C E I V E D
Department of Industrial Relations

MAY 18 2000

Div. of Labor Statistics & Research
Chief's Office

position of HMM Crew Foreman or HMM Crew Leader shall be designated by the Individual Employer. The minimum requirements of a HMM Crew Leader, HMM Crew Foreman, HMM Mechanic, and HFI Mechanic, are the following:

- Be an EPA certified "Contractor/Supervisor Person"
 - Have successfully passed Red Cross courses on CPR and First Aid.
 - Complete any courses in the future that may be required by Federal, State, or Local Government agencies for the handling of asbestos materials at no cost to the Employee.
 - Shall have not less than 4000 hours in the Asbestos Abatement industry.
20. The first person on each project must be a Journeyman Mechanic (HFI) from Local 16, an HMM Mechanic, Crew Foreman, or Crew Leader. After which, an Individual Employer may assign up to fourteen (14) HMM workers to a job site. After the fifteenth worker is assigned to a project, an additional Journeyman Mechanic, HMM Mechanic, or Crew Foreman must be assigned to the job for every fourteen (14) HMM Workers subsequently assigned to the project. In any event, there will be a Journeyman Mechanic, HMM Mechanic, Crew Foreman or Crew Leader to every job that employs more than fifteen (15) employees. In no event shall there be a shop ratio that exceeds up to twenty-seven (27) HMM workers including Crew Foreman and Crew Leader to one (1) Journeyman Mechanic (HFI) or HMM Mechanic.
21. Any employee discharged by the Employer shall not be referred again to the Employer by the Union for a period of six (6) months, provided that the Employer notifies the Union, in writing, within five (5) working days, of the desire not to hire the employee. An employee discharged a second time shall not be referred again to the Employer for a period of two (2) years, provided the Employer notifies the Union, in writing, within five (5) working days. Employers will not unjustly discharge an employee. Unjust discharges shall be subject to the Grievance Procedure.
22. All employees shall have a reliable means of transportation.
23. All candidates referred from the Union's hiring hall will report to Employer's office before reporting to the job site in order to complete Employer's normal paperwork, if required by Employer, and shall be compensated for time to comply provided the documentation listed in Article IV, Section 27 is supplied.
24. Appropriate registration facilities shall be maintained in the Employment Office of the Union for employees and new applicants to register for employment. This registration shall be applied to all employees and applicants without discrimination based upon age, race, color, religion, sex or national origin or membership or non-membership in any labor organization, except as membership in the Union may be required as a condition of employment in Section 16 hereof.
25. Union activity: No employees shall be discriminated against for activity for or against the Union. Employees shall be permitted to take such time as may be necessary to engage in work for the Union, provided, however, that said employees shall be paid no compensation whatsoever by the Employer for the time devoted to the performance of said duties.

- 30.2 If an employee chooses to not work on either Good Friday or the Friday after Thanksgiving, they may do so without penalty if reasonable advance notice is given the Employer.
31. **Meal Period:** Employees shall not work more than five (5) consecutive hours without a one-half (1/2) hour meal period. When employees work over five (5) hours without being provided with a one-half hour meal period, they shall receive one-half (1/2) hour pay at double time rate. When an employee is required to work more than three (3) hours after the employee's regular shift, the employee will be entitled to a one-half (1/2) hour meal period at the end of the three (3) hours without loss of pay and an additional one-half (1/2) hour each five (5) hours thereafter, without loss of pay. If an employee is required to work through an overtime meal period, the employee shall receive pay for an additional one-half (1/2) hour at the double-time rate. Meal periods may be staggered to meet job requirements. The meal period shall begin in the clean area after the employee is allowed sufficient time to clean up and don street clothes. The donning of safety equipment and clothing shall not commence until after the scheduled meal period.
- 31.1 The Employer shall furnish cool and potable drinking water and sanitary drinking cups for employees.
- 31.2 The Employer shall furnish suitable sanitary toilet facilities for the employees.
- 31.3 The Employer shall make a reasonable effort to provide free parking for employees.
- 31.4 Quitting Time Clean-Up. Employer will allow sufficient time for employees to clean-up and don street clothes by end of shift.
32. **Show Up Time:** Workers ordered to report for work at a specific job site for whom no employment is provided, shall receive two (2) hours pay at the applicable rate, except when due notification has been given the employees.
33. The employees covered hereby are considered "at work" for a shop from the time they are accepted for employment by the Individual Employer and that they shall proceed to and execute said work in a faithful workmanlike manner and not quit same until the close of any work day. Upon quitting, an employee shall notify the Union Employment office not later than 8:00 a.m. the following day, and the Local Union shall notify the Individual Employer not later than 9:00 a.m. the same day.
34. Local 16 shall have a permanent office address with telephone service where their Business Agent or authorized officer can be communicated with between 7:30 a.m. to 3:00 p.m. each working day for the purpose of answering inquires and providing the necessary service to the trade.
35. **Strike or Lockout:** During the term of this Agreement, except as provided in Article XVII, Section 82. Trust Funds, the Union shall not strike the Employer or engage in any sympathy strike, slowdown, or work stoppage, by reason of any dispute, including jurisdictional dispute, and the Employer shall not lock out the employees.
36. **Recognition of Picket Line:** No employee covered hereby may be discharged or otherwise disciplined by any Individual Employer for refusal to cross a primary picket line established